

**IN THE UNITED STATES BANKRUPTCY CODE  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION AT CANTON**

**IN RE:** ) **CASE NO. 13-62509**  
              )  
**KATHERINE I. HAMBACH**      ) **IN PROCEEDINGS UNDER CHAPTER 7**  
              )  
              **Debtor**              ) **JUDGE RUSS KENDIG**  
              )  
              )  
              ) **NOTICE OF INTENT TO SELL REAL**  
              ) **PROPERTY FREE AND CLEAR OF**  
              ) **LIENS**

TO THE TRUSTEE, THE DEBTOR, ITS CREDITORS, AND ALL OTHER PARTIES IN INTEREST:

Notice is hereby given that Lisa M. Barbacci, Chapter 7 Trustee, P.O. Box 1299, Medina, Ohio 44358, telephone number 330-722-4488, intends to sell property described in the attached Exhibit A free and clear of liens pursuant to 11 USC § 363(f) and otherwise than in the ordinary course of business.

1. The purchaser's name is Wayne E. Graham, Jr. and Gwendolyn L. Graham, 4450 Beldon Village Street NW, Canton, Ohio 44718. A copy of the purchase agreement is attached hereto as Exhibit B and incorporated herein by reference.
2. The property to be conveyed is known for mailing purposes as 2000 Whipple Avenue NW, Canton, Ohio 44708 and more particularly described in Exhibit A attached hereto.
3. The gross sale price for the parcel is \$165,000.
4. Notice is further given that the trustee will convey said property to the purchasers on or after February 27, 2015 unless an objection is made. Any objections to said sale must be filed with the court by January 21, 2015 and served on the trustee and her counsel.
5. Unless objection is filed and a hearing requested, the court may not conduct a hearing and the property may be sold by the trustee without further notice to creditors, free and clear of lien, claim, or other interest.

GIBSON & LOWRY

/s/ Michael J. Moran

---

Michael J. Moran (#0018869)  
Attorney for Lisa M. Barbacci, Trustee  
234 Portage Trail  
P.O. Box 535  
Cuyahoga Falls, OH 44221  
(330) 929-0507  
(330) 929-6605 - Fax  
[moranecf@yahoo.com](mailto:moranecf@yahoo.com)

**CERTIFICATE OF SERVICE**

I certify that, on December 31, 2014, a true and correct copy of this notice was served:

Via the court's Electronic Case Filing System on these entities and individuals who are listed on the court's Electronic Mail Notice List

Lisa M. Barbacci, Trustee, [barbaccitrustee@gmail.com](mailto:barbaccitrustee@gmail.com)

Anthony J. DeGirolamo, on behalf of Katherine I. Hambach, [ajdlaw@sbcglobal.net](mailto:ajdlaw@sbcglobal.net)

Shannon B. Kreshtool, on behalf of PNC Bank, N.A., [sbk@weinstocklegal.com](mailto:sbk@weinstocklegal.com)

Robert B. Trattner, on behalf of PNC Bank, [rtrattner@ttmlaw.com](mailto:rtrattner@ttmlaw.com)

United States Trustee

And by regular U.S. mail, postage prepaid, to all parties on the attached list.

/s/ Michael J. Moran

---

Michael J. Moran (#0018869)  
Attorney for Lisa M. Barbacci, Trustee  
234 Portage Trail  
P.O. Box 535  
Cuyahoga Falls, OH 44221  
(330) 929-0507  
(330) 929-6605 - Fax  
[moranecf@yahoo.com](mailto:moranecf@yahoo.com)

AAA Financial Services  
PO Box 15019  
Wilmington, DE 19886-5019

American Electric Power  
Attn: Bankruptcy  
1 AEP Way  
Hurricane WV 25526-1231

American Electric Power  
PO Box 24002  
Canton, OH 44701-4002

(p)BANK OF AMERICA  
PO BOX 982238  
EL PASO TX 79998-2238

Canton City Utilities  
626 30th St NW  
Canton, OH 44709-3112

Capital Recovery V, LLC  
c/o Recovery Management Systems Corporation  
25 SE 2nd Avenue Suite 1120  
Miami FL 33131-1605

Chase  
Po Box 15298  
Wilmington, DE 19850-5298

FirstMerit Bank  
295 FirstMerit Cir  
Akron, OH 44307-2305

Firstboard  
2095 First Bancorp Circle  
Akron, OH 44307-2359

Gcrb/levin Furniture  
Po Box 981439  
El Paso, TX 79998-1439

PNC Bank  
PO Box 340777  
Pittsburgh, PA 15230-7777

PNC Bank  
PO Box 856177  
Louisville, KY 40285-6177

Katherine J. Hambach  
1811 Jackson Ave NW  
Massillon, OH 44646-2721

Pnc Bank  
Po Box 3180  
Pittsburgh, PA 15230-3180

Stark County Sanitary Engineering D  
Sewer Division  
PO Box 24801  
Canton, OH 44701-4801

Stark County Sanitary Engineers  
PO Box 7906  
Canton, OH 44705-7906

(p)STARK COUNTY TREASURER S OFFICE  
110 CENTRAL PLAZA SOUTH  
SUITE 250  
CANTON OH 44702-1410

(p)US BANK  
PO BOX 5229  
CINCINNATI OH 45201-5229

Wrap & Send  
2030 Whipple Ave NW  
Canton, OH 44708-2360

Debbie McCracken Hayes Realty  
4368 Dressler Rd NW  
Canton, OH 44718-2771

## EXHIBIT A

Situated in the Township of Plain, County of Stark and State of Ohio; Known as and being Lot No. 35 in Shrine Village Allotment No. 2, Plain Township, Stark County, Ohio, as recorded in Stark County Plat Records, Volume 27, Page 86.

SUBJECT TO all matters set forth on the Plat of Shrine Village Allotment No. 2 recorded in Plat Book 27, Page 86; conditions and restrictions set forth in the Warranty Deed from Greendale, Inc. To Gertrude Frank and Faye Kail recorded in Volume 3070, Page 77; Affidavit by Fred E. Marsh recorded at Volume 4285, Page 549; Easement to The Ohio Power Company recorded in Volume 1923, Page 236; Reservations set forth in the deed recorded in Volume 1893, Page 483; Basement to The East Ohio Gas Company recorded in Volume 1514, Page 427; Basement to The Ohio Power Company recorded in Volume 656, Page 529; and the Oil & Gas Lease to The East Ohio Gas Company recorded in Lease Volume 81, Page 367, all of the Stark County Recorder's Records,

and the said grantors also convey to the said grantees, its successors and assigns, without general covenants of warranty, an easement and right-of-way upon and across a portion of the real property situated in the County of Stark, Township of Plain and State of Ohio and described as follows:

Known as and being Lot No. 34 in Shrine Village Allotment No. 2, Plain Township, Stark County, Ohio, as recorded in Stark County Plat Records, Volume 27, Page 86,

said easement being more specifically described in, and limited to the uses purposes set forth in the original grant of said easement from D R S Investments to Roberta Rosenbery and Dale Rosenbery, as contained in an instrument dated March 18, 1991, filed for record March 27, 1991 at 1:38 P.M. and recorded in O.R.V. 1035, Page 601, Stark County Records.

Prior instrument reference: Vol. 1123, Pages 215-216 of the Stark County Recorder's Office

### AND THE FOLLOWING:

Situated in the Township of Plain, County of Stark, and State of Ohio:

And Known as being Lot Number (36) in Shrine Village Allotment Number Two, located in the southwest quarter of Section Thirty-one (31), Plain Township, Stark County, Ohio, as shown in Plat Book 27, Page 86 in the Stark County Recorder's Office and subject to the following:

Oil and gas leases, easements, reservations, restrictions, and covenants of record as recorded in Volume 4352, Pages 889-891 in the Stark County Recorder's Office.

**AND THE FOLLOWING:**

Situated in the Township of Plain, County of Stark, and State of Ohio:

Known as and being Lots No. 37 and 38 in Shrine Village Allotment No. 2 as recorded in Stark County Plat Records, Volume 27, Page 86, further known as 2000 Whipple Avenue NW, Canton, Ohio.

Subject to all easements, oil & gas leases, and reservations of record as recorded in Volume 448, Pages 372-373 in the Stark County Recorder's Office.

**AND THE FOLLOWING:**

Situated in the Township of Plain, County of Stark, and State of Ohio:

Known as and being Lot No. 39 in Shrine Village Allotment No. 2 as recorded in Volume 27, Page 86 of the Stark County, Ohio Plat Records.

Subject to all easements, leases, reservations, and restrictions of record as recorded in Volume 448, Pages 370-371 in the Stark County Recorder's Office.

FARCEL NO. 5218477



**COMMERCIAL/INDUSTRIAL REAL ESTATE PURCHASE AGREEMENT**



1. The undersigned agrees to buy the following real estate located in PLAZA, Township-City STANLEY, County, Ohio and  
Purchase being known as Parcel # SLS 5777 with an approximate lot size of 1/165,000 and further known as Street & no.  
Block described as 7000 W. INTERSTATE AVE., ANN ARBOR, MI 48108 with an approximate lot size of 1/165,000 Web 12/21/14  
and further known as Parcel # 41708 with an approximate lot size of 1/165,000 Web 12/21/14  
2. **PAYMENT** The Purchaser agrees to pay \_\_\_\_\_  
Deposit with this agreement to be deposited upon acceptance of this agreement Cash  Check   
Additional deposit as paid rents or before \_\_\_\_\_ 20 \_\_\_\_\_  
Balance of down payment to good funds when escrowed deal is delivered to Purchaser or escrow spent  
Amount to be financed by \_\_\_\_\_ At Least in Value  
3. **INCLUDED IN THE SALE** The Real Estate shall include, without limitation, the following all electrical, plumbing, heating, air conditioning equipment, and permanently attached fixtures if any, except \_\_\_\_\_  
4. **PERSONAL PROPERTY:** The following personal property shall be included in the sale. OK WGD WB  
5. **ADDITIONAL TERMS AND CONDITIONS:** OFFER CONTINGENT UPON NO FURTHER ACTION  
IF SELLER OBTAINED RV SOLD, DUE TO CLOSING AND Bankruptcy 12/30/14  
Court order or Bustle and approval of sale as required  
6. **CONTINGENCIES:** 21 day notice for Bankruptcy Sale. 2M B 12/21/14  
(1) **ENVIRONMENTAL INSPECTION:** Owner agrees to permit the Purchaser, the Purchaser's lender and the qualified professional environmental consultant of either of them to enter the Premises to conduct at the expense of the Purchaser, an environmental assessment. This Assessment report shall be completed within 30 days of the execution of this Agreement. Purchaser agrees if such document is obtained and the consultant recommends further inspection to determine the extent of suspected contamination or remediation required action, the Purchaser, at Purchaser's option, may notify the Owner in writing, with a copy of the report attached, within five (5) business days after receipt by Purchaser of a copy of the environmental site assessment report, that the Contract is null and void. Does Apply Not Applicable Does Not Apply \_\_\_\_\_  
(2) **FINANCING CONTINGENCY:** Purchaser agrees to use his best efforts to obtain above loan, including any pre-approval from lender or lender's representative Purchaser will make an application within 15 days after date of receipt by Purchaser of fully executed copy of this Agreement, and Purchaser shall receive a written loan commitment within 45 days after date of such receipt. If Purchaser has failed either to make loan application or to obtain a written loan commitment within the time periods set forth above, this agreement, at Seller's written election, shall be deemed null and void and all monies in trust shall be returned to Purchaser without further liability by, between and among Seller, Purchaser and REALTOR. If financing cannot be arranged, all monies shall be returned to Purchaser. No warranties. 2M B 12/21/14  
(3) **CHILDE Endorsement, exhibits or retainers:** Subject to bankruptcy court order re: declaratory judgment and/or Bustle and approval of sale motion for approval of sale requires 21 day waiting period from creditors. 2M B 12/21/14  
Additional attached Yes  No   
7. **AS IS" CLAUSE:** By initialing this paragraph Purchaser understands that any and all non-waivable representations regarding the property are specifically disclosed and Purchaser agrees and acknowledges that the Premises are being conveyed "as is" and the Purchaser is relying solely upon his own examination of the Real Estate and any facts or representations he or she has or may have concerning the condition and character, and the Real Estate's suitability for Purchaser's intended use thereof, and that neither Owner nor agent shall have made any representations or warranties, either express or implied regarding the property, including, but not limited to the condition of real documents (deeds) or other required furniture, fixtures, well, septic or sewer system, electrical, plumbing, appliances, and zoning and other governmental regulations excepting only the following specific representations contained here in which \_\_\_\_\_  
Purchaser has read and understands the above "AS IS" clause. Purchaser initials WGD WB  
Date \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_  
8. **DEED AND CLOSING:** Owner shall pay transfer taxes and shall convey marketable title in general warranty deed, or Quitclaim Deed, if applicable with release of taxes, if any, and the same transaction shall be on the 12/30/14 DATE OF DELIVERY OF DEED DELIVERY OR DATED TO BE BLURBED AS DATE OF COMPLETION OF TRANSACTION, whichever is later. 12/30/14 WB 12/30/14  
9. **EVIDENCE OF TITLE:** Owner shall provide to Purchaser a title insurance commitment for an Owner's Title Policy in the amount of the purchase price, which shall be effective to the date of filing of deed. Should Purchaser require a Mortgagor's Policy, Owner shall furnish a simultaneous note of same. The title of property shall be good and marketable in fee simple and shall be insurable with the disclosure of The Blue State Title Assurance and acceptable to Purchaser's lender. Owner and Purchaser shall share equally the cost of the evidence of title, which Owner is required to provide heretofore, including surface formation, the cost of title search, policy commitment, premium fee, Any endorsements required by Purchaser or Purchaser's lender shall be at Purchaser's expense. Separately or not? Yes  No  WB 12/27/15 WB 12/30/14  
10. **JASMIN HUTCHINS AND JOSH BOYD:** Real estate taxes and all costs of assessments, rents, and operating expenses shall be prorated as of the date of Closing. Owner shall pay all taxes and assessments whether owing, including delinquent taxes and penalties accrued to date of settlement date or date and utilizing a 365 day pro rata basis. Payment shall be based upon the last available current tax map date (prior to closing) as determined by the Purchaser agrees to pay the amount of such taxes/assessments. Purchaser shall pay all taxes, rentals, assessments and operating expenses which may become due and payable following date of Closing. Any interest and/or damage deposit held by Owner shall be retained by Purchaser if buying REAL ESTATE, FANS AND ASSETS WHICH ARE SUBJECT TO CHARGE BY GOVERNMENTAL AUTHORITY. Duties shall be borne by Owner to the last of the two (2) dates Owner vacates premises or condemns万分. If the amount of any government seizure is not available at time of Closing, Owner and Purchaser agree to prorate from end date of Closing when the exact amount becomes known.

**SELLING REALTOR - WHITE** **LISTING REALTOR - YELLOW** **SELLER'S CRED - GREEN** **BUYER'S CRED - RED**

12732-1-11

**EXHIBIT**

-1-





## AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role(s) of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 2000 LITCHFIELD AVE., NW, CANTON OH 44708  
 Buyer(s): Gwendolyn L. GRAHAM AND WAYNE E. GRAHAM JR.  
 Seller(s): LISA M. BARBACCI, TRUSTEE, In re Hembach Case No. 13-62509

### I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_ and \_\_\_\_\_  
 The seller will be represented by \_\_\_\_\_ and \_\_\_\_\_

### II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

Agent(s) \_\_\_\_\_ works for the buyer and \_\_\_\_\_ works for the seller. Unless personally involved in the transaction, the broker and managers will be "ideal agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain \_\_\_\_\_

### III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) JAYES of JAYES real estate brokerage JAYES REALTY will be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain \_\_\_\_\_

represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

#### CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

Lisa M. Barbacci 2/27/14 Lisa M. Barbacci solely as Trustee  
for In re Hembach  
Case No. 13-62509